

Mary Wayte Pool (Mercer Island)

Date Opened 1973

History & Background

The Mary Wayte Pool (formerly the Mercer Island District Pool) is a Forward Thrust Pool that was transferred to the Mercer Island School District in 2011, when King County relinquished ownership. The pool is currently operated by Olympic Cascade Aquatics (OCA), a private, third party operator, with a subsidy from the City of Mercer Island.

The pool offers community-oriented programming including swim lessons, water exercise, lap and open swims. Monthly movie nights are also offered. Rentals include time for both high school and private swim teams.



Pool Statistics

The pool is located at 8815 SE 40th St., Mercer Island, WA 98040, near Mercer Island High School. It has six, 25 yard lanes and a shallow area for lessons, separated by a bulkhead. The temperature is maintained at 84°F.



State & County QuickFacts

Mercer Island (city), Washington

People QuickFacts	Mercer	
	Island	Washington
Population, 2011 estimate	23,154	6,830,038
Population, 2010 (April 1) estimates base	22,699	6,724,540
Population, percent change, April 1, 2010 to July 1, 2011	2.0%	1.6%
Population, 2010	22,699	6,724,540
Persons under 5 years, percent, 2010	4.4%	6.5%
Persons under 18 years, percent, 2010	24.6%	23.5%
Persons 65 years and over, percent, 2010	19.5%	12.3%
Female persons, percent, 2010	51.3%	50.2%

White persons, percent, 2010 (a)	77.9%	77.3%
Black persons, percent, 2010 (a)	1.3%	3.6%
American Indian and Alaska Native persons, percent, 2010 (a)	0.2%	1.5%
Asian persons, percent, 2010 (a)	15.9%	7.2%
Native Hawaiian and Other Pacific Islander, percent, 2010 (a)	0.1%	0.6%
Persons reporting two or more races, percent, 2010	3.9%	4.7%
Persons of Hispanic or Latino origin, percent, 2010 (b)	2.8%	11.2%
White persons not Hispanic, percent, 2010	76.0%	72.5%

Living in same house 1 year & over, percent, 2007-2011	89.4%	82.3%
Foreign born persons, percent, 2007-2011	17.3%	12.8%
Language other than English spoken at home, percent age 5+, 2007-2011	19.0%	17.8%
High school graduate or higher, percent of persons age 25+, 2007-2011	98.4%	89.8%
Bachelor's degree or higher, percent of persons age 25+, 2007-2011	74.7%	31.4%
Veterans, 2007-2011	1,730	601,507
Mean travel time to work (minutes), workers age 16+, 2007-2011	20.9	25.5

Homeownership rate, 2007-2011	74.8%	64.4%
Housing units in multi-unit structures, percent, 2007-2011	26.0%	25.7%
Median value of owner-occupied housing units, 2007-2011	\$893,700	\$283,200
Households, 2007-2011	9,253	2,602,568
Persons per household, 2007-2011	2.42	2.50
Per capita money income in the past 12 months (2011 dollars), 2007-2011	\$76,619	\$30,481
Median household income, 2007-2011	\$123,328	\$58,890
Persons below poverty level, percent, 2007-2011	2.7%	12.5%

Business QuickFacts	Mercer	
	Island	Washington
Total number of firms, 2007	2,908	551,340
Black-owned firms, percent, 2007	S	S
American Indian- and Alaska Native-owned firms, percent, 2007	F	1.2%
Asian-owned firms, percent, 2007	S	6.8%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.2%
Hispanic-owned firms, percent, 2007	S	3.2%
Women-owned firms, percent, 2007	23.0%	28.7%

Manufacturers shipments, 2007 (\$1000)	NA	112,053,283
Merchant wholesaler sales, 2007 (\$1000)	150,597	76,790,966
Retail sales, 2007 (\$1000)	101,935	92,968,519
Retail sales per capita, 2007	\$4,285	\$14,280

Accommodation and food services sales, 2007 (\$1000) 23,251 12,389,422

Geography QuickFacts	Mercer	
	Island	Washington
Land area in square miles, 2010	6.32	66,455.52
Persons per square mile, 2010	3,591.0	101.2
FIPS Code	45005	53
Counties		

(a) Includes persons reporting only one race.

(b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information

F: Fewer than 100 firms

FN: Footnote on this item for this area in place of data

NA: Not available

S: Suppressed; does not meet publication standards

X: Not applicable

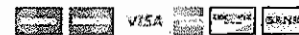
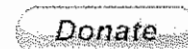
Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, County Business Patterns, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report, Census of Governments
Last Revised: Thursday, 06-Dec-2012 16:53:24 EST

Support Swimmers Guide



Swimmers Guide
Detail Swimming Pool Information
Mercer Island / Mary Wayte Pool
Mercer Island, Washington, UNITED STATES



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For a list of other cities and towns with listings in [King County](#).

Note: This is a directory listing that contains everything **Swimmers Guide** knows about the facility; if you need more information about it, contact information appears in the The Basics section below. **Swimmers Guide is not connected with the facility in any way.** Before going to any facility listed in Swimmers Guide, we recommend that you **CALL FIRST**. If you find the information is incorrect in any way, PLEASE click [HERE](#) to tell the **Swimmers Guide** editors.

The Basics: [Mercer Island / Mary Wayte Pool](#)

Official Web site: <http://www.mercerislandpool.com/> ↗

If the link to the facility's Web site didn't work, please let us know by clicking [HERE](#). (Opens an email message window.)

Address: 8815 S.E. 40th Street , Mercer Island , WA , UNITED STATES (Postal Code: 98040)

Telephone: (206) 588-1117.

If the area/city code or telephone number above is incorrect, would you kindly send us a correction? Click [HERE](#).

E-mail: marywaytepool@gmail.com.

Admission:

Visitors (adult): \$5.50 SC \$3.50. [Effective through December 31, 2012]

If the adult, single-visit admission price to swim here has changed and you know the new price, please click [HERE](#) and tell us.

Facilities:

(Full-size, year-round)

Pool: 25y x 43f, 6 lanes, indoors, 84°F (29°C).

What's On:

Youth swim team: [The Chinook Aquatic Club](#).
and
[The Bellevue Eastside Swim Team](#)
and
[Olympic Cascade Aquatics](#).

Bad link report: If a link in the "What's On" section didn't work, please tell us by clicking [HERE](#).

Locator:

County or region: King County.

Latitude, Longitude: 47.574288, -122.220922.

For a map:



See the location on the [Google Maps](#) map site. This map link should go directly to a map centered on the location of the pool. If it no longer does, please click [HERE](#) and tell us about it.
iPhone/iPod/iPad Users: Due to differences in how the Google Maps program is implemented on PCs v. Apple hand-held devices, this map link may not work properly on iPads, iPods, iPhones, or other Apple hand-held products.

More:

Reviews: Have you swum here? Would you recommend this facility to other swimmers? Tell us what you think about it and we'll include your observations in this section of the listing. To send a review, just click [HERE](#).

(All reviews are subject to editing for length, appropriateness, balance, and suitability. Reviewers' identities will not be disclosed in reviews - or anywhere else.)

Other useful sites: Art Hutchinson's [Lap Swimming Etiquette 101](#).
Sensitive to chlorine byproducts in pool water?
See [Chlorine-Free Swimming](#).
If a link in the "More" section didn't work, please tell us by clicking [HERE](#).

If you know this facility and would like to send us a correction, an update or more information about it, please click [HERE](#) to tell us.

We'll appreciate your help - and so will everyone else who views this listing.

Return to the [top of this page](#).

The URL for this web site is <http://www.SwimmersGuide.com>

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Send your comments and suggestions to Bill Haverland or Tom Saunders at info@SwimmersGuide.com.

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Mary Wayte Pool

Fall 2012—December 31st, 2012

Recreational Swim and Swim Lesson Schedule

**Mary Wayte Pool
8815 SE 40th
Mercer Island, WA 98040
(206) 588-1117**

[Www.mercerislandpool.com](http://www.mercerislandpool.com)



Hours of Operation

Monday—Friday	5:30 am—9:00 pm
Saturday	7:00 am—9:00 am
Sunday	10:00 am—2:30 pm

Pool Closed for Holidays: November 22nd & 23rd, December 25th, January 1st

Pool Closed for swim meets: October 13 & 14, Nov. 2nd(after 2:00 pm), November 4th, Feb. 2nd & 3rd, March 2nd & 3rd



Olympic Cascade Aquatics is a Mercer Island based business focusing on youth aquatics instruction and aquatic facility management. Olympic Cascade Aquatics strives to promote swimming as a lifetime sport for the community, and provide a comprehensive program for everyone to use.

The **Mercer Island—Mary Wayte Pool** was built in 1972 as part of the King County Forward Thrust Bond issue and was originally the Mercer Island District Pool. It was renamed in the early 1990's after former Mercer Island resident Mary Wayte captured two gold medals in the 1984 Olympic Games held in Los Angeles, California. She also captured two more medals in the 1988 Olympics in Seoul, South Korea. The pool was operated by King County Parks until 1992 when King County divested itself from facilities located in suburban cities. Northwest Center owned and operated the Mary Wayte Pool from 2003 until 2010. When no other operators for the pool could be found, Olympic Cascade Aquatics partnered with the Mercer Island School District and with the financial assistance of the city of Mercer Island, began to operate the pool in 2011. Olympic Cascade Aquatics continues to operate the pool for the benefit of Mercer Island residents and neighboring communities.

Fall/Winter Recreational Swim Schedule September 4th—March 31st, 2013

Family Swim is a good time for kids and families to practice their swimming skills. Lap lanes are available for those families working on endurance swimming. Lifeguards will ask all young swimmers to pass a proficiency test prior to accessing the deep end.

<u>Days of the week</u>	<u>Time of the Day</u>
Monday – Friday	12:30 - 2:00 pm
Monday - Thursday	7:00 – 8:00 pm
Friday	7:00 - 9:00 pm
Sunday	1:00 – 2:30 pm \$2.00 per person

Lap Swim is a good time for training, endurance, swimming, and, if space available, deep water exercise. Lanes are separated into slow, medium, and fast to separate swimmers of different paces. We do ask swimmers to circle swim to the right if there are three or more swimmers in a lane.

<u>Days of the week</u>	<u>Time of the day</u>
Monday – Friday	5:30 - 9:00 am
Monday – Friday	11:30 am – 2:00 pm
Monday – Thursday	8:00 – 9:00 am
Saturday	7:00 – 9:00 am
Sunday	11:30 am – 1:00 pm

Cost	Drop In	10 – punch	1– month	Annual
Adult	\$5.50	\$50	\$55	\$490
Senior	\$3.50	\$30	\$35	\$275
Disabled	\$1	\$10		\$275
Youth	\$4	\$35	\$40	
Family	\$4 per person		\$65	\$650

Prices are effective through December 31st, 2012 and may increase January 1st, 2013

Questions? Please call (206) 588-1117

Fall/Winter Swim Lesson Schedule September 4th, 2012—December 31st, 2012

The Mary Wayte Pool offers a Swim School for all ages and abilities. To be part of our swim school a \$25 annual administration fee per family is required. We also offer group lesson for home school children, day cares and day camps, and neighborhood groups. If you would like to discuss availability for your child or group and you don't see a class that fits your schedule, please let us know. We will make every effort to find something that fits your schedule.

Parent Toddler lessons are for children six months to three-years of age. The overall philosophy of the class is for children to enjoy their experience in the water, work on basic swimming skills, and have quality time with the swimming adults. Instructors will lead the adults through a series of basic swimming skills to help the toddlers learn the fun of swimming and the start of a lifetime of enjoyment.

Day (s)	Time	Dates	Price	Dates	Price	Dates	Price	Dates	Price
T,Th	9:00 AM	Sept 4 - 27	\$52	Oct 2 - 25	\$52	Oct 30 - Nov 15	\$39	Nov 27 - Dec 13	\$39
T,Th	6:30 PM	Sept 4 - 27	\$52	Oct 2 - 25	\$52	Oct 30 - Nov 15	\$39	Nov 27 - Dec 13	\$39
Sun	10:30 AM	Sept 9 - 23	\$19.50	Sept 30 - Oct 21*	\$19.50	Oct 28 - Nov 18#	\$19.50		

*No lessons Sunday, October 14th due to a swim meet

#No lessons Sunday, November 3rd due to a swim meet

Prices are effective through December 31st, 2012 and may increase January 1st, 2013

**To register for the OCA Swim School Programs
please go to www.mercerislandpool.com or call
(206) 588-1117**



**Fall/Winter Swim Lesson Schedule
September 4th, 2012—December 31st, 2012**

Preschool lessons are for children ages three to six years of age. Our overall philosophy of the lessons with preschoolers is children will learn to swim if they are comfortable and enjoy the experience. Students are split into three ability ranges: Preschool Beginner, Preschool Intermediate, and Preschool Advanced.

- Preschool Beginner—swimmers will learn breath control, floating, and floating and kicking.
- Preschool Intermediate—swimmers will continue to work on body position while floating and kicking, crawl stroke, and be introduced to backstroke.
- Preschool Advanced—the children will learn side breathing with the crawl stroke, as well as be introduced to Breast stroke and Butterfly.

If you are not sure which level to register your swimmer, our staff is happy to assist you.

Class	Day (s)	Time	Dates	Fall		
				Dates	Dates	Dates
Preschool	MW	3:00 PM	Sept 5- 26	Oct 1 - 24	Nov 26 - Dec 12	
Preschool	MW	3:30 PM	Sept 5- 27	Oct 1 - 24	Nov 26 - Dec 12	
Preschool	MW	4:00 PM	Sept 5- 28	Oct 1 - 24	Nov 26 - Dec 12	
Preschool	MW	6:00 PM	Sept 5- 29	Oct 1 - 24	Nov 26 - Dec 12	
Preschool	TTh	9:00 AM	Sept 4 - 27	Oct 2 - 25	Nov 27 - Dec 13	
Preschool	TTh	9:30 AM	Sept 4 - 28	Oct 2 - 25	Nov 27 - Dec 13	
Preschool	TTh	5:30 PM	Sept 4 - 29	Oct 2 - 25	Nov 27 - Dec 13	
Preschool	TTh	6:30 PM	Sept 4 - 30	Oct 2 - 25	Nov 27 - Dec 13	
Preschool	Fri	5:30 PM	Sept 7 - 28	Oct. 5 - 26	Nov 30 - Dec 14	
Preschool	Sun	10:30 AM	Sept 9 - 30	Oct 7—28 ¹	Dec 2—16	

¹ No lessons October 14, November 2, November 4 due to swim meets and October 31st, Halloween.

Average Enrollment Costs per week (actual price varies with number of lessons):

- One day per week, per month—\$43 per student
- Two days per week, per month—\$86 per student
- Three days per week, per month—\$129 per student

Prices are effective through December 31st, 2012 and may increase January 1st, 2013

Fall/Winter Lesson Schedule September 4th—March 31st, 2013

Youth lessons are for ages six to twelve years of age. Our overall philosophy is children will learn the fundamentals of swimming at their own pace. Emphasis will be on quality strokes and teaching swimming as a life time sport. In Youth Beginner, the focus will be on fundamentals—the correct body position, correct head position, correct kick as well as correct arm strokes.

- Youth Beginner class will work on floating and swimming on the back and introduction of backstroke.
- Youth Intermediate, swimmers will work on side breathing with crawl stroke, strengthen the backstroke, and begin working on Breast stroke.
- Advanced Youth will be introduced to Butterfly, starts and turns, as well as swimming for distance.

If you are not sure which class is best for your swimmer, our staff is happy to help place your swimmer.

Youth Lesson Dates and Times

Youth	MW	4:30 PM	Sept 5—27	Oct 1 - 24	Oct 29 - Nov 14	Nov 26 - Dec 12
Youth	MW	5:30 PM	Sept 5—27	Oct 1 - 24	Oct 29 - Nov 14	Nov 26 - Dec 12
Youth	MW	6:30 PM	Sept 5—27	Oct 1 - 24	Oct 29 - Nov 14	Nov 26 - Dec 12
Youth	TTh	6:00 PM	Sept 4 - 28	Oct 2 - 25	Oct 30 - Nov 15	Nov 27 - Dec 13
Youth	TTh	9:30 AM	Sept. 4—28	Oct 2 - 25	Oct 30 - Nov 15	Nov 27 - Dec 13
Youth	Fri	5:00 PM	Sept. 4—28	Oct 2 - 25	Oct 30 - Nov 15	Nov 27 - Dec 13

No Lessons October 31st, Halloween

Average Enrollment Costs per week (actual price varies with number of lessons):

- One day per week, per month—\$43 per student
- Two days per week, per month—\$86 per student
- Three days per week, per month—\$129 per student

Prices are effective through December 31st, 2012 and may increase January 1st, 2013

Fall/Winter Lesson Schedule

September 4th, 2012—March 31st, 2013

Riptides is our fitness and competitive level training group. Some swimmers in this group will be training to reach our competitive team (Olympic Cascade Aquatics), while others will swim to stay in shape between other sports, or to get ready for summer swim teams. Riptides practices are set up in four levels.

- **Riptides Beginner** is for children approximately six to eight years of age who have completed Youth Advanced and are looking for the next challenge or to continue to improve their skills. Class is 40-minutes in length and emphasis will be on building fitness and quality strokes.

Class	Time	Dates	Dates	Dates	Dates
Riptides Beginner	4:15 PM	Sept 5—27	Oct 1 - 24	Oct 29 - Nov 14	Nov 26 - Dec 12
Riptides Beginner	5:30 PM	Sept 5—27	Oct 1 - 24	Oct 29 - Nov 14	Nov 26 - Dec 12

- **Riptides Intermediate** is for children eight to ten years of age who have completed Riptides 1 and wish to continue to work on their strokes and improve their fitness. Class will meet for 50-minutes and will emphasize swimming longer and faster.

Class	Time	Dates	Dates	Dates	Dates
Riptides Intermediate	6:45 PM	Sept 5—27	Oct 1 - 24	Oct 29 - Nov 14	Nov 26 - Dec 12
Riptides Intermediate	6:45 PM	Sept 4 - 28	Oct 2 - 25	Oct 30 - Nov 15	Nov 27 - Dec 13

Riptides Middle School is for middle school aged kids who are stronger and faster and may be considering competing for their high school team in a year or two, or need to stay fit between seasons of other sports. Class is one-hour of vigorous training.

Class	Time	Dates	Dates	Dates	Dates
Riptides Middle School	5:30 PM	Sept. 4—27	Oct 2 - 25	Oct 30 - Nov 15	Nov 27 - Dec 13

Questions? Please call (206) 588-1117

Specialty Lessons

Private and Semi-Private are available for children and adults that need help with a specific skill and can be scheduled at your convenience. Cost is \$35 per lesson for a 30-minute private lesson and \$50 per lesson for a 30-minute semi-private lesson. *Please note: Semi-private lessons work best with children of like ability.* Lessons are normally scheduled between 3:30 pm and 5:30 pm weekdays, and between 11:30 am and 2:30 pm on Sunday.

Adapted Swim Lessons are for children and adults with special needs. These 30-minute lessons are one-one-one and are designed to teach basic swimming skills. Lessons are scheduled with a qualified instructor and based on the swimmer's schedule. Cost is \$12 per lesson.

Party and Facility Rentals

Birthday Party Rentals are available Saturday afternoons for birthday parties and special events. The rental includes two lifeguards. We can add pizza from Tony Maroni's, birthday cake, and even show a movie during the party. Please call the pool to schedule

Birthday Party	\$150/hour (up to 35 people)
	\$250/hour (up to 70 people)

Pizza Party	\$235
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Includes 1-hour pool rental, 1-hour party space rental and two large Tony Maronis pizzas

Facility Rentals

The Mary Wayte Pool is available for swim meets, swim practices, triathlon training, and scuba training. If your group is looking for a place to train, please e-mail us at marywaytepool@gmail.com. Our staff will help you find a day and time for your group to practice at the pool

Movie Nights

Beginning this fall, we will be offering our movie nights on Saturdays. The dates and times are listed below. Cost is \$4.00 per person

October 6th, 6:00 pm - "The Lorax"

December 8th, 7:00 pm—"Brave"

November 10th, 6:00 PM - "Pirates"



2011 Annual Operations Report for Mary Wayte Pool

Olympic Cascade Aquatics (OCA) assumed operational management of Mary Wayte Pool in partnership with the Mercer Island School District (MISD) and supported by the City of Mercer Island on January 1, 2011. The first year of operation with this structure was undertaken with an extremely short timeline and with significant challenges to the operational integrity of the facility. Through positive and cooperative efforts of all parties throughout the year and continued community support, the doors of Mary Wayte Pool remain open and operations of the facility have been stabilized with the goal of retaining it as a valuable long term Mercer Island community asset.

2011 Challenges: The course of action for the future of Mary Wayte Pool was finalized in mid-December of 2010. The preceding period of uncertainty, as well as the short transition time (two weeks including two national holidays) between owner/operators presented some significant challenges in the first quarter of 2011.

- **Staffing:** Uncertainty in the future of the facility in late 2010 resulted in the loss several staff members. During the first quarter OCA was successful in assembling a strong staff for the pool, enhancing overall staff experience, training, and professional expectations.
- **Loss of anticipated revenue:** A number of patrons and usage groups shifted their activities to other facilities in anticipation of a Mary Wayte pool closure. Initial usage in all programs was reduced, most significantly swimming lessons and previously scheduled competition rentals.
- **MISD Facility:** OCA and the facility adopted operational guidelines and requirements consistent with MISD policies. These policies impacted staff hiring procedures, facility usage rules, and weather related closing procedures. Changes from past operation caused some confusion among patrons as well as reduced operating days, however with effective dialogue with School District leadership and consistent proactive communication to patrons the School District facility requirements were adopted and with positive results.
- **Vendor transition:** The previous operator used several internal services and large industrial focused vendors (janitorial service, insurance, janitorial/chemical supply, waste management, IT/telecommunications, etc). Selecting and engaging new service vendors proved difficult and operating cost are higher with the new outsourced vendors.
- **Communications and member service infrastructure transition:** All administrative equipment (computer, printing, phone, point of sale, and member sign in) and communication resources (website, customer contact list, and marketing material) had to be replaced or reconstructed.
- **User groups rental agreements:** In January new usage agreements had to be signed and supporting documentation (certificates of insurance, billing contacts, instructor certifications) collected for all organizations renting time at the facility (18 different agreements). The terms of all usage agreements with the previous owner/operator were honored to their expiration dates.

Accomplishments: The primary objectives for Mary Wayte pool in 2011 were to continue facility operation, achieve facility structural stability, increase community use, and improve operational efficiency. Good progress was made in all areas. Some highlights include...

- Mary Wayte Pool opened on January 3, 2011 with identical hours of operations to December 2010. The pool remained open with some expansion of operating hours through 2011.
- The facility safety record at Mary Wayte Pool in 2011 was excellent. There was a single reportable event (required by code) which was reviewed by the King County Public Health Department and pool staff response was considered to be appropriate and complete.
- A strong and effective working partnership has been built between OCA and MISD.
- Community patrons and user groups of the pool were effectively served and are offering strong positive support to the facility.
- Facility administrative infrastructure was rebuilt and is functioning effectively.
- Significant progress was made throughout the year in deferred maintenance/repair issues for facility.
- Facility usage returned to, and exceeded, the levels prior to ownership/management transition.
- Additional rental and programming capacity was added to the schedule through more efficient scheduling and modification of the instructional area of the pool for multi-activity use.
- Established and improved working relationship with City of Mercer Island Park and Recreation Department.
- Implemented facility management software that has increase service to patrons through ID card facility access, on-line program registration, and electronic communication. The system also increases efficiency of accounting, program scheduling, and staff communication.
- Redesigned and updated facility website (mercerislandpool.com) to expand information available to patrons and integrate with on-line activity registration.
- Capital repair/items included in the operating agreement which were identified in December facility evaluation were completed.

Usage Summary: In 2011 Mary Wayte Pool served a large and diverse aquatics community on Mercer Island with the highest level of safety and patron enjoyment. The number of groups served, hours of operation, and participation in most programs exceeded historical levels in 2011. Community support and appreciation of the aquatics resource was very evident this year.

- Public swim and program offerings and opportunities remained the same as 2010.
- Hours of operation were the same as in 2010 and were expanded during some weekends and late week nights.
- High School Programs: Mercer Island High School boys swimming, girls swimming, and girls water polo programs practiced throughout the school year. Mary Wayte pool hosted more than 30 swimming dual meets, club water polo games, and KINGCO and SEA-KING district 2 Championship meets for both girl's and boy's swimming.
- Community aquatic program rentals: Club Emerald Triathlon*, Seattle Cascades Synchro, Coach Lesley Triathlon*, Cycle U multi-sport Triathlon, Mary Meyer Triathlon, SODO cross-fit*, Snoridge cross-fit, Sierra Diving, Diver's Institute, Northwest Diving Institute*, Rain City Water Polo*, Chinook Swim Club, King Aquatic Club, Penguin Aquatic Club*, Pacific Dragon Swim Team, and Olympic Cascade Aquatics (*1st year at pool).

- Mary Wayte Pool also provided periodic training space for Mercer Island police and fire, Lake Washington marine patrol, and CHILD program activities in 2011.

2011 Financial Summary:

Accrual based Profit and Loss numbers for January 1-December 31, 2011

Total Revenue: \$459,200.05

Total Expense: \$479, 780.31

Net Result: -\$20,580.26 (amended 3/15/12)

Revenue Evaluation:

General Revenue Breakdown:

1. Instruction (lesson programs, fitness programs): 33.5%
2. User Rental Revenue (MIHS programs, swim teams, water polo, synchro, scuba,..etc): 30.7%
3. Management Subsidy: 21.8%
4. Public Revenue (Lap swim, Family swim, special events): 13.5%

Top Specific Revenue Sources:

1. Swimming Lessons: \$113,075
2. Management Subsidy: \$100,000
3. USA Swim Team Rental: \$78,508
4. Public Swim Admission: \$62,016
5. Fitness Programs: \$32,460

Expense Evaluation:

General Expense breakdown:

1. Staffing: 50.1%
2. Facility Operations: 33.6%
3. Administration: 13.3%
4. Taxes and Fees: 3.0%

Top Specific Expenses:

1. Lifeguard/instructor wages: \$139,628
2. Utilities (gas/electric/water): \$115,517
3. Operation/programming staff: \$94,625
4. Repairs/capital improvements: \$26,798
5. Pool Chemicals: \$15,940

Historical Comparison: Comparison to averages from 2007-2009 annual reports from Northwest Center (NWC) who was the previous operator of Mary Wayte Pool. There was no access to 2010 information/report.

				REFERENCE
REVENUE	AVERAGE 2007-2009	2011 ACTUAL	VARIATION	
Public Revenue	\$ 370,000.00	\$ 359,200.00	\$ (10,800.00)	1
Public Subsidy	\$ 100,000.00	\$ 100,000.00	\$ -	
Contributions	\$ 18,700.00	\$ -	\$ (18,700.00)	2
Total Revenue	\$ 488,700.00	\$ 459,200.00	\$ (29,500.00)	
EXPENSES				
Hourly Salaries	\$ 98,700.00	\$ 145,125.00	\$ 46,425.00	
Payroll Taxes	\$ 13,500.00	\$ 21,434.00	\$ 7,934.00	
Supplies	\$ 7,700.00		\$ (7,700.00)	7
Hourly Staffing Expense	\$ 119,900.00	\$ 166,559.00	\$ 46,659.00	3
Management Salaries	\$ 84,000.00	\$ 66,766.00	\$ (17,234.00)	
Payroll Taxes	\$ 20,000.00	\$ 7,486.96	\$ (12,513.04)	
Management	\$ 104,000.00	\$ 74,252.96	\$ (29,747.04)	3
Utilities	\$ 126,900.00	\$ 134,755.00	\$ 7,855.00	
Maintenance & Repairs	\$ 23,700.00	\$ 24,214.00	\$ 514.00	4
Insurance	\$ 10,500.00	\$ 6,485.08	\$ (4,014.92)	5
General Supplies	\$ 6,900.00	\$ 2,357.00	\$ (4,543.00)	7
Legal Fees, License	\$ 11,150.00	\$ 2,322.00	\$ (8,828.00)	6
MISC expense	\$ 16,650.00	\$ 38,834.96 *	\$ 22,434.96	7
Corporate overhead	\$ 54,300.00	\$ 30,000.00	\$ (24,300.00)	8
Administration	\$ 250,100.00	\$ 239,218.04	\$ (10,881.96)	
Total Expenses	\$ 474,000.00	\$ 479,780.00*	\$ 6,030.00	

*amended 3/15/11

Expanded notes on comparison to historical operation financials:

1. Public Revenue: The annual reports provided by NWC from 2007-2009 did not have details for public revenue. This area showed revenue in 2011 2.9% below average. We believe the primary variations in public revenue are: Positive: instruction (lesson and pre-competitive) revenue was significantly higher than recent history. Negative: 1. Lap swim, public swim, and rental revenue from competitions was lower due to 1st quarter cancellations. 2. MIHS rental was significantly lower due to preferred rates in new management agreement.
2. Contributions (Revenue): NWC is a non-profit corporation with a focused fundraising infrastructure that generated charitable giving directed specifically to its aquatics activities. OCA retained many of the community service programs supported by this fundraising, but does not have access to this revenue stream.
3. Staffing Expense: Total staffing (hourly and management) expense for 2011 showed a 7.5% increase over historical levels. OCA applied staffing resources with different strategies than NWC to address

short term challenges and build a strong experienced staff for the long term. The primary differences in hourly staffing expenses are related to 1. The inclusion of custodial staffing which is an expense to OCA, but was not for NWC as it was part of a client service/employment program, 2. The use of more hourly staff by OCA to do activities previously done by management staff, 3. An average salary increase based on retention targeted raises for more experienced and older staff, 4. Expanded staffing in areas that previous low staffing levels were a safety concerns, and 5. The use of hourly staff in maintenance duties associated with facility deferred maintenance and capital improvement activities (outside of daily operations).

4. Maintenance and Repairs: This expense was in-line with historic averages, but the scope of deferred maintenance items address was significantly higher than past years. MISD facilities staff contributed a great deal in this area and due to the work done in 2011 the expense for this area will be much smaller in future years.
5. Insurance: This expense is primarily liability insurance for instruction and public operation. It is renewed in May and based on audit of gross revenues. 2011 premiums for OCA was based on 2010 actual revenues, but with the addition of Mary Wayte management revenue in 2011 the 2012 premiums will increase by 60 to 70 percent. NWC spreads corporate liability insurance across several businesses and had a lower risk rating than OCA focus specifically on aquatics.
6. Legal Fees/licenses: Legal fees associated with facility related management and rental agreements were paid/expensed in 2010 and business licenses for city, county, state are tied to gross revenue and like insurance will increase significantly for 2012 to an expense level more in-line with the averages.
7. Miscellaneous expense: This area represents primarily administrative expenses. 2011 was more than double historic averages. The primary contributors to this difference are; 1. Transition/start up expenses associated primarily with communication infrastructure and customer management software. 2. WA business and operation taxes (\$5000) which NWC did not pay as a non-profit. 3. Staff related uniforming and training in-services which were categorized under "Hourly Staff expense" with NWC, and 4. Several items that likely were included in "General Supplies" line in NWC reports.
8. Corporate Overhead: NWC included as an operating expense "grant management" and "Mercer Island Administration Cost" which consisted of the percentage contribution of "CEO, CFO, Information Systems, Human Resources, and Accounting" expenses to full NWC company expense multiplied by annual pool operating expenses. Some of these expenses are included in OCA miscellaneous expenses. OCA has a management fee related to the expense of staff supporting Mary Wayte Pool operation who are not directly assigned to the pool within OCA.

Looking forward: The financial operation objective for 2012 will be to erase the net deficit of 2011.

Revenue Outlook

- Revenue from Public Sources will potentially increase in 2012.
 - Regain revenue loss from low initial public use and high closure frequency: Public program participation lost in first part of 2011 and a high number of closure dates (11 days) for weather and facility mechanical work (primarily boiler failure and refit). Participation in lap swim, public swim, and rental programs were reduced in the first quarter of 2011 due to uncertainty of the pool remaining open. The projected revenue increase is between \$3,000 and \$5000 with

minimal associated increase in expenses. There is the potential for weather and maintenance closures in 2012 which could offset this increased revenue.

- Program /admission/rental pricing: In January 2011 pricing increases (3%-6%) were made to Lap and Public swim passes to bring them in-line based on local market survey. Rental rates for the weekends were also increased (8%-12%). Market survey at the end of 2011 indicated that Mary Wayte Pool is near the top of the local market for public swim admission and rental rates so those rates will not increase as no net revenue increase would likely be associated. Swimming instructions (swim lessons and precompetitive program) rates were found to be low in the market so rates for those programs increased (3%-8%) for 2012. The projected revenue increase is between \$3000 and \$5000.
- Increased program participation and expanded program offerings: OCA will continue to pursue strategies to increase Lap and Family swim participation (promotion night, movie night), but has not yet found options that increase revenue beyond associate costs. Rental programs were expanded on the weekends and late evening during 2011 and there is very limited space so no additional revenue is expected. OCA has recently started more home school and preschool programs to attempt to fill time currently unused during mid-week and mid day. This expansion and increased participation in instructional programs could provide revenue increases between \$4000 and \$6000; however, there is an incremental increase in expenses associated with scaling the instructional programs to demand.
- Limitations to revenue growth
 - Limited price increase ability due to local market conditions.
 - Limited space to increase programming revenue through additions of new programs and space to expand existing programs.

Expense Outlook:

- There are several areas that expenses can potentially be reduced in 2012
 - Staffing costs: On the positive side improved scheduling and reduced maintenance projects should allow reduction in staffing hours of 3% to 5%, however, the Washington minimum wage increased 4.1% for 2012 and lower but necessary wage increases for management will result in a potential total staffing expense reduction of 1% to 2% (\$2500 to \$5000).
 - Maintenance and Repairs: MISD's assistance with facility maintenance is expected to reduce expenses in this area by as much as \$10,000.
 - Costs associated with rapid transition: The implementation costs associated with changing operation vendors, water chemical systems, and communication infrastructure will not apply in 2012 and will be an expense reduction of approximately \$9,000.
- There are several areas where expenses are predicted to increase in 2012
 - Liability Insurance and licensing costs will increase with the established gross revenue levels for 2011. A premium/fee increase of \$8000 to \$10000 is expected.
 - Utility costs: Gas and electric rates increase in January of 2012 and water rates are expected to increase as well. Although conservation efforts will continue net utility costs will likely increase from \$3000 to \$5000.
 - General inflationary pressures will increase gross administrative expenditures 2% to 3% (\$2000 to \$3000)

2012 Financial Outlook: There are many variables that will impact financial performance in the coming year. OCA will continue to work aggressively in all areas to maximize revenue and reduce expense. Although we believe we can reduce the 2011 operating deficit, on balance it appears that even with good fortune in all areas the pool will be challenged to break even in 2012.

Looking ahead: OCA is very proud to be a part of this community solution to keeping Mary Wayte Pool operating as a valuable asset to Mercer Island. Community support has been significant and we greatly appreciate our positive working partnership with the Mercer Island School District and the support of the City of Mercer Island. We believe that hard work in 2011 will pay dividends in the coming year and when combined with similar effort from all stake holders will result in long term success for the facility and aquatics on Mercer Island. We look forward to a great 2012 at Mary Wayte Pool!

Respectfully submitted February 28, 2012

Olympic Cascade Aquatics

Alice Godfred and John Walker

**EXTENSION AGREEMENT TO
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MERCER ISLAND AND
THE MERCER ISLAND SCHOOL DISTRICT
CONCERNING THE OPERATION OF THE MARY WAYTE POOL**

1. PARTIES

This Extension Agreement ("Extension Agreement") is entered into by the City of Mercer Island, a Washington municipal corporation ("City"), and the Mercer Island School District, No. 400, a municipal corporation, King County, Washington ("District"). The City and District enter into this Extension Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34) to amend the INTERLOCAL AGREEMENT BETWEEN THE CITY OF MERCER ISLAND AND MERCER ISLAND SCHOOL DISTRICT CONCERNING THE OPERATION OF THE MARY WAYTE POOL ("Interlocal Agreement"), which Interlocal Agreement has an effective date of January 1, 2011.

2. PURPOSE AND RECITALS

The Interlocal Agreement between the City and District expires as of December 31, 2012. The City and District desire to extend the Interlocal Agreement for a period of one year, commencing January 1, 2013 and ending December 31, 2013, by executing this Extension Agreement.

3. EXTENSION AGREEMENT TERMS

The following sections of the Interlocal Agreement are revised to state:

- 4.1 In consideration of the District's agreement to own, operate and maintain the Pool consistent with the terms of this Agreement (including the service levels established in Section 3.4) the City shall pay the District One Hundred Thousand Dollars and No/100 (\$100,000.00) during 2013 in equal monthly payments, commencing on January 1, 2013.
- 4.2 The City will provide the District \$100,000 for Pool operations as provided in subsection 4.1, with \$25,000 on January 1, 2013 that will be placed in a reserve account at the City for Pool operating deficits and capital expenditures. The District will also place \$25,000 on January 1, 2013, inclusive of anticipated District in-kind services, in a District reserve account to be used solely for capital pool expenditures/improvements. During 2013, the District may access the City's reserve account for capital expenditures purposes, upon approval by the City Manager, and only if it has first exhausted its own capital reserve account. The District may access the City's reserve account for operating deficit purposes upon a showing to the City such a deficit exists and upon approval by the City Manager. Upon termination of this Agreement, all unencumbered funds in the

City's and District's reserve accounts shall be the sole property of the City or District respectively.

4.3 In the event that the sub-contractor incurs an unavoidable operating loss during 2013, it may apply to the District for an operating subsidy held in the City of Mercer Island's reserve account dedicated for this purpose. Payment of any subsidy to the sub-contractor under this section shall require prior approval of both the District and the City.

6.1 Effective Date. The effective date of this Agreement is January 1, 2013. However, for the purposes of the operating and capital expenditures reserves' subsidies, such amounts are non-accumulating and shall never exceed \$25,000 respectively in a given calendar year.

6.2 Term. This Agreement shall commence upon the Effective Date and shall continue until December 31, 2013, unless earlier terminated pursuant to any other provision of Section 6 of the Interlocal Agreement.

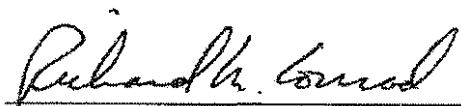
4. CONSTRUCTION OF EXTENSION AGREEMENT


The express terms of this Extension Agreement shall control over any conflicting terms of the Interlocal Agreement. All other terms of the Interlocal Agreement shall remain in effect during 2013.

The parties have signed this Agreement on the date indicated below.

CITY OF MERCER ISLAND

MERCER ISLAND SCHOOL DISTRICT


Richard M. Conrad
City Manager

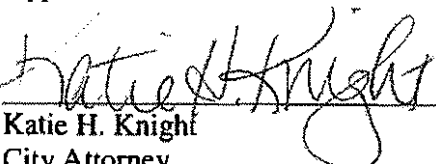

Dr. Gary Plans
Superintendent

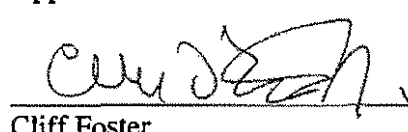
Date: 5-17-2012

Date: 5-17-2012

Approved as to Form:

Approved as to Form:


Katie H. Knight
City Attorney


Cliff Foster
Attorney for School District

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MERCER ISLAND AND
THE MERCER ISLAND SCHOOL DISTRICT
CONCERNING THE OPERATION OF THE MARY WAYTE POOL**

1. PARTIES

This Interlocal Agreement ("Agreement") is entered into by the City of Mercer Island, a Washington municipal corporation ("City"), and the Mercer Island School District, No.400, a municipal corporation, King County, Washington ("District"). The City and District enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34).

2. PURPOSE AND RECITALS

- 2.1 The Mary Wayte Pool, located at 8815 SE 40th Street, Mercer Island, Washington was built as part of the Forward Thrust initiative in approximately 1972 ("Pool").
- 2.2 Since its construction, King County operated and maintained the Pool on property owned by the Mercer Island School District ("District"), pursuant to a forty (40) year Lease Agreement dated June 14, 1972 between the District, as lessor and King County, as lessee ("Lease") until it determined that it would cease operating the Pool at the end of 2002.
- 2.3 King County declared it would begin mothballing the Pool on or about December 20, 2002, and would cease operating and maintaining the Pool on December 31, 2002 unless title to the Pool has been transferred to Northwest Center for the Retarded ("Northwest") on or before December 20, 2002, or other arrangements satisfactory to Northwest and the County had been implemented to provide funds to the County for operating the Pool after December 31, 2002.
- 2.4 The City agreed to assist in keeping the Pool operating, subject to available funding.
- 2.5 Assuming that adequate financial support is available from the City and/or other community resources to operate the Pool through the end of the 40-year lease term, Northwest Center agreed to assume the lessee's interest in the Pool, with the District's consent, and to operate and maintain the Pool.
- 2.6 Northwest advised the City and District of its intent to terminate the previous agreements entered into with the City and District, and to cease operation of the Pool effective December 31, 2010.

- 2.7 The District expressed an interest in resuming full ownership of the Pool, and operating and maintaining the Pool after December 31, 2010. The City and the District developed an aquatic committee to explore the continued aquatic services.
- 2.8 The aquatic committee made a recommendation to the City Council and School Board to authorize staff to investigate potential pool operators in efforts to continue aquatic services for the Mary Wayte Pool. The City Council and School Board approved the recommendation at a special joint meeting on October 18, 2010.
- 2.9 City Manager Rich Conrad and School Superintendent Dr. Gary Plano developed a proposal process for interested aquatics professional to submit written proposals for pool operations beginning January 1, 2011. The pool operator proposal request also disclosed that the School District and/or City reserve the right the option to operate the Mary Wayte Pool. An aquatics consultant (KJ Design) was hired to provide a swimming pool life cycle analysis and this report was made available to any potential pool operators.
- 2.10 After careful consideration, the Mercer Island School District Superintendent intends to recommend that the School District take over pool operations, with a Sub-Contractor assuming responsibility for operations under an Agreement with the District.
- 2.11 In efforts to continue public swimming and programs for Mercer Island residents, the City will enter into an agreement with the School District. As provided herein, the School District will sub contract with a qualified pool operator ("Sub-Contractor") and will guarantee hours and programs similar to the Northwest Center pool schedule.

3. RESPONSIBILITIES OF DISTRICT

- 3.1 Maintenance & Operation of Pool. The District shall own, maintain in good condition and repair and operate the Pool through a Sub-Contractor commencing on the Effective Date of this Agreement
- 3.2 Capital and maintenance. The District will address the immediate maintenance and capital needs identified by the aquatics consultant. The District will be responsible for all capital and maintenance projects to ensure proper facility operations. The District and/or its Sub-Contractor will generate and transmit operational reports to include financial and program utilization. All aspects of pool operations, maintenance and capital projects will be the responsibility of the Mercer Island School District. The District shall be the sole owner of the Mary Wayte Pool facility and land.

- 3.3 Capital Improvements. The District shall make all capital improvements and repairs to the Pool that are necessary to allow it to fulfill its commitment to operate the Pool.
- 3.4 Level of Service. In operating the pool, the District shall provide programs and hours of operation that are reasonably similar to those programs and hours of operation previously provided by King County and Northwest to Mercer Island residents and School District aquatic programs.
- 3.5 Quarterly Reports. The District and/or its Sub-Contractor shall provide quarterly reports to the City regarding the maintenance and operation of the Pool, including, but not limited to, pool usage and revenue therefrom, repairs and capital improvements, fee schedules, utility costs, staffing costs, hours of operation, available programs and maintenance costs. In addition, upon request, the City shall be allowed to review the financial information and books held by the District and/or its Sub-Contractor.
- 3.6 Ownership and Assignment. Prior to termination of this Agreement, the District shall not transfer title to the Pool or contract with any third party to operate the Pool without the written consent of the City, which shall not be unreasonably withheld.

4. RESPONSIBILITIES OF CITY

- 4.1 In consideration of the District's agreement to own, operate and maintain the Pool consistent with the terms of this Agreement (including the service levels established in Section 3.4) the City shall pay the District One Hundred Thousand Dollars and No/100 (\$100,000.00) during 2011 and 2012 in equal monthly payments, commencing on the Effective Date of this Agreement as described in Section 6.1.
- 4.2 The City will provide the District \$100,000 annually for Pool operations as provided in subsection 4.1 , with an additional \$25,000 annually on January 1 of each year, that will be placed in a reserve account for Pool operating deficits and capital expenditures. The District will also place \$25,000 annually on January 1 of each year, inclusive of anticipated District in-kind services, in a District reserve account to be used solely for capital pool expenditures/improvements. During any year of this Agreement, the District may access the City's reserve account for capital expenditures purposes, upon approval by the City Manager, and only if it has first exhausted its own \$25,000 capital reserve account. The District may access the City's reserve account for operating deficit purposes upon a showing to the City such a deficit exists and upon approval by the City Manager. If there is no need to expend all funds in the reserve accounts, the District and City will carry over their existing balance in the reserve accounts to be added to the annual contributions for the next contract year. Upon termination of this Agreement, all

unencumbered funds in the City's and District's reserve accounts shall be the sole property of the City or District respectively.

- 4.3 In the event that the sub-contractor incurs an operating loss during any year of this Agreement, it may apply to the District for an operating subsidy not to exceed the available balance held in the City of Mercer Island's reserve account dedicated for this purpose. Payment of any subsidy to the sub-contractor under this section shall require prior approval of both the District and the City.

5. DISPUTE RESOLUTION

The parties mutually agree to use a formal dispute process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally among the parties to the dispute. Each party would be responsible for the costs of their own legal representation; provided that nothing in this Section 5 shall be construed to limit or negate the parties' obligations to indemnify and defend as set forth in Section 7 below.

6. EFFECTIVE DATE, DURATION AND TERMINATION

- 6.1 Effective Date. The effective date of this Agreement is January 1, 2011.
- 6.2 Term. This Agreement shall commence upon the Effective Date and shall continue until December 31, 2012, unless earlier terminated pursuant to any other provision of this Section 6.
- 6.3 Termination by Mutual Consent. This Agreement may be terminated upon mutual consent of the City and the District. Any mutual termination shall become effective thirty (30) days following written amendment to the Agreement executed by the parties.
- 6.4 Termination Due to Replacement Facility. Should the City construct (or contribute substantially to the construction of) a new swimming pool facility in Mercer Island for public use during the Term of this Agreement, the obligations of the City under this Agreement shall cease upon the opening for operation of that new swimming pool facility, even if such opening occurs prior to the end of 2012.
- 6.5 Termination Due to Failure to Maintain Insurance. In the event that the District fails to maintain the insurance required by Section 8 of this Agreement, the City may terminate this Agreement.
- 6.6 Pro-Rata Refund to City. In the event of termination for any reason occurs on any day other than the last day of the month, the District agrees to repay to the City pro rata any portion of any monthly distribution calculated on the number of days the Pool was closed due to termination, compared to the total days in that month.

7. INDEMNIFICATION AND LIABILITY

- 7.1 The District shall release, protect, save harmless, indemnify, and defend, at its own expense (including attorney fees and costs), the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent acts, errors or omissions of the District, its officers, employees and agents in performing this Agreement.
- 7.2 The City shall release, protect, save harmless, indemnify, and defend, at its own expense (including attorney fees and costs), the District, its elected and appointed officials, officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omissions of the City, its officers, employees or agents in performing this Agreement.
- 7.3 In the event of either party's liability for damages of any nature whatsoever arising out of the performance of this Agreement, including claims by either party's own officers, officials, employees, agents, or volunteers, or claims by third parties, caused by or resulting from the concurrent negligence of the parties, their officers, officials, employees or volunteers, each party's liability hereunder shall be limited to the extent of that party's negligence.
- 7.4 No liability shall be attached to either party by reason of entering into this Agreement except as expressly provided herein.
- 7.5 It is further specifically and expressly understood that either party's indemnification provided herein constitutes such party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. INSURANCE

The District shall require its Sub-Contractor to maintain workers' compensation insurance in amounts sufficient pursuant to the laws of the State of Washington, automobile and commercial general liability insurance coverage in amounts consistent with standard industry practice in the Puget Sound region covering facilities open to the public and covering entities operating pools. The District shall also maintain secondary self-insurance coverage for the Pool through the Washington Schools Risk Management Pool. The District shall provide the City certificates of self-insurance coverage concurrent with the execution of this Agreement, and copies of its Sub-Contractor's certificates of insurance coverage upon receipt.

9. RECORDS

The parties shall maintain adequate records to document obligations performed under this Agreement. The parties shall have the right, at its own expense and upon reasonable advance notice, to review the other party's records with regard to the subject matter of this Agreement during regular business hours.

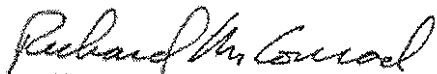
10. GENERAL PROVISIONS


This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written Agreement signed by the parties. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. Except as otherwise provided in Section 7 of this Agreement, in the event either of the parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of either party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

The parties have signed this Agreement on the date indicated below.

CITY OF MERCER ISLAND

MERCER ISLAND SCHOOL DISTRICT





Richard M. Conrad
City Manager

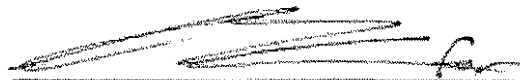
Dr. Gary Plano
Superintendent


Date: 12-16-2010

Date: 12-18-2010

Approved as to Form:

Approves as to Form:





Katie H. Knight
City Attorney

Cliff Foster
Attorney for School District